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RICHARD TRAVERSO

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

RICHARD TRAVERSO,

Plaintiff,

vs.

CLEAR CHANNEL OUTDOOR, INC.; and  
DOES 1 through 10, inclusive,

Defendants.

Case No. C07-3629 MJJ

**DECLARATION OF RICHARD  
TRAVERSO IN SUPPORT OF MOTION  
FOR SUMMARY ADJUDICATION**

**Date:** February 27, 2008  
**Time:** 2:00 p.m.  
**Courtroom:** 11 (19<sup>th</sup> Floor)  
**Judge:** Hon. Martin J. Jenkins

Action Removed: July 13, 2007  
Trial Date: April 7, 2008

I, Richard Traverso, declare:

1. I am the Plaintiff in this action. This declaration is made in support of my Motion for Summary Adjudication. I have personal knowledge of the matters stated herein and if called upon to testify could and would competently do so.

2. Attached hereto as Exhibit A is a true and correct copy of the original 1984 lease (“Lease”), the lessor’s interest in which was assigned to me on February 6, 2006. The Lease allowed the lessee there under to operate a billboard located at 650-660 Bryant Street in San Francisco, California. The Lease is on the preprinted form of Foster & Kleiser, the original lessee.

3. Attached hereto as Exhibit B is a true and correct copy of a Lease extension dated February 26, 1993 extending the Lease from March 1, 1993 through February 28, 1997 which document was provided to me when the Lease was assigned to me.

4. Attached hereto as Exhibit C is a true and correct copy of a Lease extension dated January 23, 1998 extending the Lease from March 1, 1997 through February 28, 2002 which document was provided to me when the Lease was assigned to me.

5. Attached hereto as Exhibit D is a true and correct copy of the final lease extension dated March 22, 2002, extending the Lease from March 1, 2002 through February 28, 2007, which document was provided to me when the Lease was assigned to me.

6. Attached hereto as Exhibit E is a true and correct copy of the recorded Assignment of Lessor’s Interest in the Lease dated February 6, 2006, by which the Lease was assigned to me.

7. Attached hereto as collective Exhibit F is a true and correct copy of my notice of termination dated December 22, 2006 to Defendant CLEAR CHANNEL OUTDOOR, INC. (“Clear Channel”), terminating the Lease effective February 28, 2007 (bearing Bates stamp no. 003, which document I received January 30, 2008 from Clear Channel in response to my request for production of documents); the Federal Express Delivery tag (bearing Bates stamp no. 004 and received from Clear Channel in the same fashion); and the Federal Express acknowledgement of receipt signed by Clear Channel; and the detailed delivery summary which I obtained from Federal Express (confirming delivery to Clear Channel on December 26, 2006 at 8:23 a.m.).

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1           8.       Despite my notice of termination, and demand that Clear Channel cease operating  
2 the billboard, Clear Channel has wrongfully continued in possession as a holdover tenant and I  
3 have and continue to incur damages since March 1, 2007.

4           I declare under penalty of perjury under the laws of the State of California that the  
5 foregoing is true and correct.

6           Executed this 1<sup>st</sup> day of February, 2008 in Belmont, California.  
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Richard Traverso

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